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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 GLEN L. WALKER,

11 Plaintiff,

12 v.

13 HARTFORD INSURANCE
14 COMPANY,

15 Defendant.

CASE NO. C20-0084JLR

ORDER GRANTING MOTION
TO DISMISS

16 **I. INTRODUCTION**

17 Before the court is Defendant Hartford Insurance Company's ("Hartford") Federal
18 Rule of Civil Procedure 12(b)(6) motion to dismiss *pro se* Plaintiff Glen L. Walker's
19 complaint. (*See* Mot. (Dkt. # 7); *see also* Reply (Dkt. # 9).) Mr. Walker did not file an
20 opposition the motion. (*See generally* Dkt.) The court has reviewed the motion, the
21 parties' submissions in support of and in opposition to the motion, the relevant portions

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1 of the record, and the applicable law. Being fully advised, the court GRANTS Hartford's
2 motion to dismiss.

3 II. BACKGROUND

4 Mr. Walker's complaint alleges that "Hartford Insurance Company" failed to pay
5 for an insurance claim involving an automobile accident. (*See* Compl. (Dkt. # 1-1) at
6 1-2.) Mr. Walker alleges that he had "full auto coverage" for his vehicle under an
7 insurance policy with Hartford. (*See id.*) Based on these allegations, Mr. Walker alleges
8 claims for "bad faith," breach of the insurance policy, civil rights violations, and violation
9 of federal and state laws against discrimination. (*See id.* at 2.) Hartford moves to dismiss
10 these claims on the basis that Hartford Insurance Company did not issue an insurance
11 policy to Mr. Walker. (*See* Mot. at 2.) In support of that claim, Hartford attaches a copy
12 of Mr. Walker's insurance policy, which was issued by Twin City Fire Insurance
13 Company ("Twin City").¹ (*See* Adams Decl. (Dkt. # 9) ¶ 2, Ex. 1 at 3.)

14 Twin City is not a party to this lawsuit, but Mr. Walker has filed two separate
15 lawsuits against Twin City in the Western District of Washington.² *See Walker, et al. v.*
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17 ¹ The court may consider the insurance policy on Hartford's motion to dismiss because
18 the policy is incorporated by reference in Mr. Walker's complaint. *See United States v.*
Corinthian Colleges, 655 F.3d 984, 999 (9th Cir. 2011).

19 ² The court takes judicial notice of the docket and filings in these lawsuits. "The court
20 may judicially notice a fact that is not subject to reasonable dispute because it . . . can be
21 accurately and readily determined from sources whose accuracy cannot reasonably be
22 questioned." Fed. R. Evid. 201(b)(2). Under this rule, courts may take judicial notice of federal
and state court proceedings, *see, e.g., Shetty v. Wells Fargo Bank, NA*, 696 F. App'x 828, 829
(9th Cir. 2017), without converting a Rule 12 motion to a motion for summary judgment, *United*
States v. 14.02 Acres of Land More or Less in Fresno Cty., 547 F.3d 943, 955 (9th Cir. 2008)
(citations omitted).

1 *Twin City Fire Ins. Co.*, Case No. C17-1201JCC (W.D. Wash.); *Walker v. Twin City Fire*
2 *Ins. Co., et al.*, Case No. C19-0565RSM (W.D. Wash.). Mr. Walker’s first suit against
3 Twin City was dismissed with prejudice after a settlement. *See Walker, et al. v. Twin*
4 *City Fire Ins. Co.*, Case No. C17-1201JCC, Dkt. ## 45, 48 (W.D. Wash.).

5 **III. ANALYSIS**

6 Rule 12(b)(6) provides for dismissal for “failure to state a claim upon which relief
7 can be granted.” Fed. R. Civ. P. 12(b)(6). “To survive a motion to dismiss, a complaint
8 must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is
9 plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl.*
10 *Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). The court is not required “to accept as true
11 allegations that are merely conclusory, unwarranted deductions of fact, or
12 unreasonable inferences.” *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th
13 Cir. 2001).

14 Here, the court concludes that the complaint fails to state a plausible claim for
15 breach of contract, bad faith, civil rights violations, or discrimination under state or
16 federal law. Mr. Walker bases each of his causes of action on his allegation that he had
17 an insurance policy with Hartford. (*See* Compl. at 1-2.) However, that allegation is not
18 plausible due to the evidence before the court showing that Twin City Fire Insurance
19 Company, not Hartford, insured Mr. Walker. (*See* Adams Decl. (Dkt. # 9) ¶ 2, Ex. 1.)
20 Moreover, Mr. Walker failed to respond to Hartford’s claim that Hartford “had no
21 relationship with [Mr. Walker]” (*see* Mot. at 3; *see generally* Dkt.), which the court

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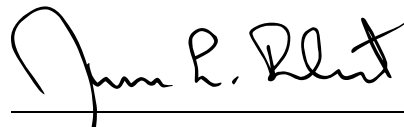
1 considers “an admission that the motion has merit,” *see* Local Rules W.D. Wash. LCR
2 7(b)(2). Thus, the court GRANTS Hartford’s motion to dismiss.

3 When a court dismisses a *pro se* plaintiff’s complaint, leave to amend is
4 mandatory unless it is “absolutely clear that amendment could not cure the defect” in the
5 complaint. *Lucas v. Dep’t of Corr.*, 66 F.3d 245, 248 (9th Cir. 1995). The court is
6 skeptical that Mr. Walker can state a plausible claim for relief against Hartford due to the
7 evidence showing that Hartford did not insure Mr. Walker. The court is equally skeptical
8 that Mr. Walker can file a plausible claim against Twin City given the potential
9 preclusive effects of Mr. Walker’s other lawsuits against Twin City. Nevertheless, the
10 court grants Mr. Walker leave to amend out of an abundance of caution.

11 IV. CONCLUSIONS

12 For the reasons set forth above, the court GRANTS Hartford’s motion to dismiss
13 (Dkt. # 8) with leave to amend. Mr. Walker may file an amended complaint that alleges
14 specific facts that resolve the issues stated herein no later than 21 days from the filing
15 date of this order. The court warns Mr. Walker that failure to file an amended complaint
16 that resolves the issues stated herein within this time frame will result in dismissal of his
17 complaint with prejudice.

18 Dated this 7th day of April, 2020.

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21 JAMES L. ROBART
22 United States District Judge